

**AGREEMENT**

**BETWEEN FOND DU LAC COUNTY**

**AND**

**FOND DU LAC COUNTY**

**HEALTH CARE CENTER,**

**DEPARTMENT OF COMMUNITY PROGRAMS AND**

**ROLLING MEADOWS NURSING AND REHABILITATION CENTER**

**UNION LOCAL 1366A, AFL-CIO**

**2009-2010**

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## **AGREEMENT**

**WHEREAS**, Fond du Lac County Health Care Center/Department of Community Program and Rolling Meadows Nursing and Rehabilitation Center employees have elected Fond du Lac County Institutional Employees Local 1366A, affiliated with the Wisconsin Council of County and Municipal Employees, AFSCME, AFL-CIO as the exclusive collective bargaining representative of the employees of said Fond du Lac County Health Care Center/Department of Community Programs and Rolling Meadows Nursing and Rehabilitation Center, and

**WHEREAS**, in order to maintain the existing harmonious relationship between the County of Fond du Lac, hereinafter referred to as the "Employer" and its Health Care Center/Department of Community Programs and Rolling Meadows Nursing and Rehabilitation Center employees represented by Fond du Lac County Institutional Employees Local 1366A, AFSCME, AFL-CIO, hereinafter referred to as the "Union", to maintain a uniform scale of wages, hours and working conditions, and to facilitate a peaceful adjustment of all grievances and disputes that may arise.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements, the above named parties enter into the following agreement which shall be binding on the parties for the term therein provided.

### **ARTICLE I. RECOGNITION AND UNIT OF REPRESENTATION**

1.01 The Employer recognizes the Union as the exclusive collective bargaining representative for the purposes of conferences and negotiations with the Employer, or its lawfully authorized representatives, on questions of wages, hours, and other conditions of employment for the unit of representation certified by the Wisconsin Employment Relations Commission pursuant to the election conducted on June 21, 1966 for Health Care Center and Department of Community Program and May 20, 1969 for Rolling Meadows Nursing and Rehabilitation Center. The bargaining unit consists of all regular full-time and regular part-time employees, but excluding the administrator, professional employees, office clerical employees, and all supervisors as defined by law.

### **ARTICLE II. FAIR SHARE**

2.01 The Employer agrees it will deduct from the monthly earnings of all employees in the collective bargaining unit, an amount specified by the Union, such amount being the monthly dues certified by the Union as the current amount uniformly required of all members, and pay said amount to the Treasurer of the Union on or before the end of the month following the month in which such deduction was made.

2.02 Changes in the amount of dues to be deducted shall be certified by the Union 45 days before the effective date of the change.

2.03 As to new employees, such deduction shall be made from the first paycheck following the probationary period.

2.04 The employer will provide the Union with a list of employees from whom such deductions are made with each monthly remittance to the Union.

2.05 It is further agreed that the Union, as the exclusive representative of all employees in the Bargaining Unit, will represent all such employees, Union and Non-Union, fairly and equally, and all employees in the Unit will be required to pay, as provided in this Article, their proportionate share of the costs of representation by the Union. No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply, consistent with the Union Constitution and By-Laws. No employee shall be denied Union membership because of race, creed, color or sex.

2.06 It is agreed that the County shall be saved harmless in case of any legal controversy regarding the "Fair Share Agreement".

### **ARTICLE III. PROBATIONARY PERIOD**

3.01 All new regular full time and regular part time employees shall be employed on a six (6) month probationary period. A probationary employee may be disciplined or discharged for any reason without recourse to the grievance procedure. Each new employee shall receive a written evaluation after three (3) months of

employment. The above referenced six (6) and three (3) month periods are minimum time periods for full-time employees. For employees working less than full time, the equivalent time periods are 1040 hours (6 months) and 520 hours (3 months). Time spent away from the job while receiving worker's compensation shall not be considered as part of the six (6) month probationary period and the probationary period shall be extended equal to said time on worker's compensation.

3.02 Upon completion of the probationary period the employee shall be granted seniority rights from the date of original hire in the regular full-time or regular part-time position or from the date of hire established in 3.04.

3.03 Probationary employees who desire hospital and surgical insurance coverage after ninety (90) days of employment shall be entitled to coverage in accordance with the contribution in Section 17.01 of this Agreement.

3.04 Part-time and temporary employees who are awarded regular full-time or regular part-time positions in the same classification as that worked as a part-time and/or temporary employee shall have their date of hire adjusted as follows:

<u>Hours worked as Part-Time and/or Temporary Employee</u>	<u>Number of Months Date of Hire Back Dated</u>
433 or More	3 Months
At Least 260 But Less than 433	2 Months
At Least 87 But Less Than 260	1 Month
Less than 87	No Adjustment

The date of hire adjusted in accordance with the above procedure shall serve as the Employee's original date of hire for purposes of seniority, vacation and sick leave accrual. There shall be no allowance for retroactive holiday accrual.

#### **ARTICLE IV. DEFINITIONS OF EMPLOYEES**

4.01 The following definitions shall apply to this Agreement:

- a) Regular Full-Time Employee: Shall mean those employees regularly scheduled to work thirty-six (36) hours per week.
- b) Regular Part-Time Employee: Shall mean those employees regularly scheduled to work less than thirty-six (36) hours per week, but not less than twenty (20) hours per week. The pro-ration of benefits for employees in this definition shall be based on actual hours worked.
- c) Part-Time Employee: Shall mean those employees regularly scheduled to work less than twenty (20) hours per week.
- d) Temporary Employee: Shall mean those employees hired to perform a specific project or to work for a specific period of time, not to exceed ninety (90) days unless extended by mutual agreement. Upon completion of said project or time, the employee shall be separated from the payroll and the Union shall be notified.

4.02 Part-time and temporary employees shall not be entitled to any rights or fringe benefits covered under this Agreement.

#### **ARTICLE V. MANAGEMENT RIGHTS**

5.01 The Union recognizes the prerogative of Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which Employer has not officially abridged, delegated or modified by this Agreement are retained by Employer. The Union recognizes the exclusive right of the Employer

to establish reasonable work rules. The employer agrees to provide the Union with a written copy of all proposed changes to work rules not less than fourteen (14) days prior to their implementation. Less than fourteen (14) days notice may be given if an immediate implementation of a work rule change is required by a regulatory body. New and amended policies shall be posted in designated area (downstairs time clock and break rooms) for a minimum of 1 month.

## **ARTICLE VI. DISCIPLINE, DISCHARGE AND SUSPENSION**

6.01 No regular employee shall be disciplined or discharged except for just cause. Written notice of the suspension, discipline or discharge and the reason or reasons for the action shall be given to the employee with a copy to the Union within twenty-four (24) hours if reasonably possible. Any grievance that may result from such action shall be considered waived unless presented in writing within ten (10) calendar days of the receipt of the notice by the employee and the Union. The grievance may be started at Step 2 or Step 3 by mutual agreement.

6.02 An employee who has no disciplinary incidents for a period of two consecutive years shall have his/her personnel file cleared of all documents relating to past disciplinary actions.

6.03 An employee may be subject to discipline including discharge for excessive unapproved leaves of absence. Unapproved leaves of absence shall be defined as any unpaid leave of absence from scheduled employment for which the employee has not received prior approval from the employer in accordance with Article XV. This policy shall be administered in a fair and consistent manner.

6.04 Employees will be allowed to leave and return to work or if employee must leave within the last hour of their shift and the first occurrence this type of absence, in a six (6) month period will not be counted toward discipline.

## **ARTICLE VII. GRIEVANCE PROCEDURE**

7.01 **GRIEVANCE:** Any matter involving the interpretation, application or enforcement of the terms of this Agreement, or a claim by an employee, employees or Union, that an employee has been discriminated against or treated unfairly or arbitrarily by the Employer by any action taken in the exercise of its rights or powers, may become a grievance. Grievances must be presented in Step 1 within fourteen (14) calendar days of (1) the occurrence of the event causing the grievance; or (2) within fourteen (14) calendar days of the time an employee reasonably should have known of the events causing the grievance, or else the same shall be barred as a grievance. Written grievances should be co-signed by a Union officer prior to submitting to supervisor.

Step 1. If an employee has a grievance, he/she shall first present the grievance orally to his/her immediate supervisor either alone or accompanied by the Union Steward.

Step 2. (RM) If the grievance is not settled at the first step, within fourteen (14) calendar days, it shall be reduced to writing and presented to the Administrator of the Home. If not resolved within seven (7) calendar days, the Administrator shall furnish the employee a reply in writing.

Step 2. (HCC) If the grievance is not settled at the first step, within fourteen (14) calendar days, it shall be reduced to writing and presented to the Administrator of the Health Care Center or Executive Director of the Department of Community Programs or Designee. If not resolved within seven (7) calendar days, the Administrator or Executive Director/Designee shall furnish the employee a reply in writing.

Step 3. If the grievance is not settled at the second step and within fourteen (14) calendar days after the employee receives the reply in writing from the Administrator or Executive Director, the grievance shall be submitted to the Grievance Hearing Committee (GHC) and notice of such appeal given to the Director. The GHC shall be comprised of the Human Resources Director, the Director of Administration and an "at-large" member selected by the Human Resources Director from a rotating list of five (5) department heads. The participating "at-large" member shall not be affiliated with the grievant's department of employment. The GHC shall meet with the grievant at a time when the grievant is not scheduled to work or when scheduling arrangements can be made, allowing the grievant to attend the hearing. If the HR Director had previously been involved in the decision making process of the issue directly related to the grievance, he/she would agree to remove themselves from the GHC and be replaced with a different department with no relationship

to the grievance. If the dispute is not resolved within fifteen (15) days either party may submit the matter to Step 4 within five (5) calendar days following the expiration of the fifteen (15) days aforesaid, or the matter will be deemed waived and finally settled. Wherein the grievance pertains to a termination or disciplinary suspension of an employee, the Finance, Personnel and Economic Development Committee shall entertain the grievance pursuant to the aforementioned time frames and deadlines.

Step 4. (RM) Any grievance not settled in Step 3 above and timely noticed for appeal to Step 4 in writing served on the opposite party to include the Administrator by the party appealing, shall be subject to arbitration. The parties shall request the Wisconsin Employment Relations Commission to appoint a Commissioner or member of the staff to serve as the arbitrator. The arbitrator shall make a decision on the grievance, which shall be final and binding on both parties.

Step 4. (HCC) Any grievance not settled in Step 3 above and timely noticed for appeal to Step 4 in writing served on the opposite party (to include the Administrator, Executive Director or their Designee) by the party appealing, shall be subject to arbitration. The parties shall request the Wisconsin Employment Relations Commission to appoint a Commissioner or member of the staff to serve as the Arbitrator. The Arbitrator shall make a decision on the grievance, which shall be final and binding on both parties.

TIME LIMITS: Time limits set forth above may be extended by mutual agreement in writing.

**The parties agree to a compromise settlement of grievance XXXX as follows:**

Upon ratification of a successor collective bargaining agreement the employer agrees to provide each employee with a notice of what their current job posting is. Each employee's job posting as of the date of ratification shall be used for all future determinations regarding scheduling, work location and assignments, layoff, and posting of new positions.

**ARTICLE VIII. SENIORITY**

8.01 The Employer agrees to the seniority principal.

8.02 After completion of probationary period an employee's seniority date shall be his/her first date as a regular full-time or regular part-time employee within the bargaining unit with the Employer or as established pursuant to Section 3.04 of the Agreement and seniority shall not be considered terminated except upon (1) discharge for cause; (2) voluntary quit; (3) failure to return upon the expiration of a leave of absence; (4) layoff for a period exceeding two years; or (5) failure, within seven days after sending of notice to respond to recall from layoff after written notice by certified mail is sent to the employee at the last address appearing on the Employer's records.

8.03 A seniority list shall be prepared and posted by the Employer. Such list shall be prepared in order of seniority and will show the names and dates of employment of all persons in the bargaining unit. A copy of such list shall be mailed to the Union and such list shall be reviewed at twelve (12) month intervals.

8.04 During an approved unpaid leave of absence of less than two (2) months an employee's date of hire as established in accordance with Section 3.04 or Section 8.01 shall not be changed. For an approved unpaid leave of absence in excess of two (2) months, the employee's date of hire shall be changed by the actual number of calendar leave days in excess of two (2) months.

**ARTICLE IX. LAYOFF**

9.01 In laying off employees because of a reduction in forces, the employees with the least seniority shall be laid off first, provided that those remaining are qualified to carry on the Employer's usual operation. In reemploying, those employees with the greatest length of service shall be called back first provided they are qualified to perform the available work.

9.02 In the event of a reduction in the work force, the County agrees to notify Union. Thereof as soon as reasonably possible after reaching such determination. The union and County shall meet within three (3) working days after a request by the union, if any, to discuss the impact of such reduction on bargaining unit employees. Employees, who are subject to loss of employment as a result of abolishment of their position, shall receive thirty (30) day written notice of such layoff. A copy of such notice shall be provided to the union.

The County agrees to provide a current seniority list and a list of relevant temporary and part-time employees to the Union.

9.03 An employee who is subject to a reduction in workforce may apply his/her seniority by institution to bump a less senior employee, if any, within a job classification which the employee is qualified to perform provided the scheduled hours of work of the less senior employee are equal to or less than the scheduled hours of the employee doing the bumping. Upon receipt of layoff notice, the employee shall have up to seven (7) calendar days to exercise bumping rights or he/she shall forfeit his/her opportunity to "bump".

9.04 If a regular part time employee has his/her hours reduced so that they are no longer considered regular part time, he/she shall be allowed to post for additional hours of bargaining unit work for a period of up to two (2) years.

9.05 The employer shall provide a severance package to employees whose positions are eliminated or at risk of elimination due to budgetary reasons or operational efficiency. The severance will be equal to one month of the employee's elected employer sponsored health insurance plan for every 18 days of accrued sick leave. The employer agrees to pay its portion of the health insurance plan. Employees that elect to retire in lieu of layoff will be offered one month of the employer sponsored health insurance plan for every 6 days of accrued sick leave up to a maximum of 12 months. If the employee does not currently participate in the employer sponsored health insurance, they will be compensated by a cash pay-out equal to 50% of the employer's current cost of a single health plan. This option is also subject to a 12 month maximum for employees that elect to retire. If the employee elects the severance package and is later recalled from layoff their sick leave balance will not be reinstated as the employer will have considered the employee fully compensated for their accrued sick leave.

#### **ARTICLE X. JOB POSTING**

10.01 Whenever any vacancy occurs due to a retirement, quit, a new position or for whatever reason, the job vacancy shall be posted. The job posting shall be posted on all bulletin boards for a minimum of seven (7) days. The job requirements, qualifications and wage rate shall be a part of the posting and sufficient space provided for interested parties to sign said posting. Upon completion of the posting, the Employer shall furnish the results of that posting to a Union Officer.

10.02 Reposting: In the event that a job which has been posted is not filled by bids or from outside the work force, because the employer does not intend to fill such job at the time, but after 30 days decides that such position will be filled, the Employer agrees to repost said job according to the posting procedure.

10.03 The employer shall determine the qualifications of the applicants and in the event that qualifications as determined by the Employer are relatively equal, the applicant with the greater seniority shall be selected to fill the vacancy. Should an employee that has accepted a job posting in another job classification desire to return to his/her former position within thirty (30) days thereof, he/she shall be reassigned to his/her former position without loss of seniority. Other employees affected by a decision of an employee to return to his/her former position shall likewise be returned to their former positions without loss of seniority. In this event, the applicant next in line of seniority shall be given preference pursuant to the above procedure until the vacancy is filled.

10.04 QUALIFICATIONS DISPUTES: If there is any difference of opinions as to the qualifications of an employee, the Union Committee and/or the Union Representative may take the matter up for adjustment through the Grievance Procedure.

10.05 The Employer shall furnish a Union Officer a monthly list of employee changes effecting bargaining unit positions. This list shall include new employees, their classification and status; terminations; and any changes in classifications.

10.06 In the event the employer creates new jobs or adds job duties to existing jobs that are not consistent with the general duties of that job, the parties agree, upon written request of either party, to meet for the purpose of negotiating a wage rate for such new or changed job. The employer may set and pay an initial wage rate for such job subject to retroactive application if a different wage rate is negotiated by the parties.

10.07 An employee of the Fond du Lac County Health Care Center/Department of Community Programs or Fond du Lac County Rolling Meadows Nursing and Rehabilitation Center signing a job posting at the other institution has no seniority rights in regard to that posting. However, if an employee is awarded a posting at the other institution that employee will:

- a) Retain his/her seniority date as it pertains to rate of pay and eligibility for fringe benefits (e.g. vacation accumulation).
- b) Have his/her seniority date for all other seniority issues (e.g. when vacation can be taken, job postings), the date the employee started in the new job posting.
- c) Not have to complete an additional probationary period if the job posting is for the same classification the employee is leaving.
- d) Have all other rights of protection under the agreement as he/she had in his/her old position.

10.08 A position shall be defined by the job classification, work location, and schedule of hours worked. The employer shall be able to temporarily reassign employees for up to 90 days without having to repost their positions. In making temporary re-assignments the employer shall first ask for volunteers. If it becomes necessary to reassign employees on a temporary basis the employer must do so on the basis of seniority. Exception: The employer reserves the right to make temporary reassignments for non-arbitrary training or performance reasons without first seeking volunteers and without following seniority.

In addition, the employer shall have the right to change the starting or ending time of an employees shift by one (1) hour or less without having to repost the position.

Permanent (more than 90 days) modifications of more than one (1) hour in start or end time, days off, or work location will be considered to constitute the establishment of a new position requiring the employee to be considered at risk of layoff. The employee shall have the right of first refusal to the new position. In the event the employee chooses not to take the position it will be posted and the employee shall have the right to exercise their bumping rights.

During the term of this contract the employer agrees to attempt to schedule more regular positions and that the number of float positions shall not exceed the number that existed on the later of 8-1-07 or the date of mutual ratification.

The employer agrees to schedule float positions one day off per pay period.

## **ARTICLE XI. HOLIDAYS**

11.01 The following shall be recognized as the Holidays referred to in this Article:

### **2009**

January 1	Thursday	New Year's Day
February 16	Monday	President's Day
April 10	Friday	Friday Preceding Easter
May 25	Monday	Memorial Day
July 4	Saturday	Independence Day
September 7	Monday	Labor Day
November 26	Thursday	Thanksgiving Day
December 25	Friday	Christmas

### **2010**

January 1	Friday	New Year's Day
February 15	Monday	President's Day
April 9	Friday	Friday Preceding Easter
May 26	Monday	Memorial Day
July 4	Sunday	Independence Day
September 6	Monday	Labor Day



November 25  
December 25

Thursday  
Saturday

Thanksgiving Day  
Christmas

Floating Holiday (3) \* One floating Holiday to be taken between January 1 - June 30, one floating holiday to be taken between July 1 - December 15.

Employee's birthday will be added as a floating holiday and will taken within 30 days of the birthday. The birthday holiday will be taken in accordance with the nursing scheduling policy. Requests for birthday holidays will be approved by management unless it creates an operational hardship as determined by the Administrator.

11.02 (HCC) During the week in which a holiday falls, each regular full-time employee shall receive eight (8) hours of straight time pay or, upon request of the Employee, eight (8) hours of compensatory time off with pay within (30) days of such holiday in addition to his/her regular earnings, provided that the employee works the holiday (if scheduled) and his/her scheduled work day immediately preceding and following the holiday and works his/her scheduled work day immediately preceding and following the compensatory time off (if compensatory time off is taken in lieu of the additional eight (8) hours pay) or is absent on account of illness as established by medical certificate satisfactory to the employer. Employees on lay-off or unpaid leaves of absence shall not receive pay for holidays falling in such period.

11.02 (RM)

- a) Full-Time "Weekend" Employees: Shall receive a maximum of six (6) days of holiday time off per year. One "twelve hour" holiday day of time off with pay shall be earned for each 312 paid hours of work and the time off earned must be taken within thirty (30) days or the employee shall receive pay for the twelve (12) hours.
- b) Other Regular Full-Time Employees: During the week in which a holiday falls, each regular full-time employee shall receive eight (8) hours of straight time pay or upon request of the Employee eight (8) hours of compensatory time off with pay within thirty (30) days of such holiday in addition to his/her regular earnings, provided that the employee works the holiday (if scheduled) and his/her scheduled work day immediately preceding and following the holiday and works his/her scheduled work day immediately preceding and following the compensatory time off (if compensatory time off is taken in lieu of the additional eight (8) hours pay) or is absent on account of illness as established by medical certificate satisfactory to the Employer. Employees on lay off or unpaid leaves of absence shall not receive pay for holidays falling in such period.

11.03 Employees working on recognized holidays shall be compensated at one and one-half times their straight time hourly rate for all hours worked on said holiday on each normally scheduled shift whose major fraction of hours are within the 24 hour period of the date of the holiday in addition to the above eight (8) hours holiday allowance, or eight (8) hours compensatory time off with pay. Employees required to work on Easter Sunday, Christmas Eve or those working New Year's Eve shall also be compensated at one and one-half times their straight time hourly rate for all hours worked on that day. (RM) Such time off with pay may be taken in increments of two (2) or more hours subject to management's approval.

11.04 Temporary and part-time employees shall not be considered as eligible employees within this Article.

11.05 Probationary employees shall be entitled to holiday pay as provided above; provided, however, that they have been employed for at least thirty (30) days.

11.06 In the event a holiday falls on a regular work day within the period taken as vacation or sick leave, such holiday shall not be charged as vacation time or sick leave.

11.07 All regular part-time employees shall be entitled to holiday pay as otherwise provided above on a pro rata basis pursuant to actual hours paid. (HCC) Each regular part-time employee scheduled to work ten (10) days per pay period shall receive a pro-rata share of the above holiday pay or compensatory time off.

11.08 Recognized holidays shall be granted in accordance with seniority wherever practical and provided it does not adversely affect the operation of the employer, provided that requests are submitted on the provided Holiday Request Form at least three weeks prior to the recognized Holiday. Such practice shall relate to the recognized Holidays only, and does not refer to "in lieu of pay days" taken on other dates.

11.09 In the event an employee is on vacation within a week a recognized Holiday occurs, such employee shall not be required to forfeit said Holiday to a more senior employee.

11.10 An employee shall be permitted to extend his or her vacation by use of one or more holidays in any one calendar year if scheduling allows.

## **ARTICLE XII. VACATIONS**

12.01 Definition: For purposes of vacation scheduling a normal full vacation week shall be defined as the number of days for which an employee is normally scheduled to work in a calendar week. A normal full vacation day shall mean the number of hours an employee is scheduled to work per day. Vacation pay shall be at an employee's straight time hourly rate in effect at the time of taking such vacation. For purposes of vacation scheduling a normal weekend is Friday Nights shift until Sunday PM shift.

12.02 Vacation accrual shall be determined on the basis of length of continuous service of each employee as of January 1st of each year for the preceding year and such vacation must be taken in the calendar year following the year in which it is earned.

12.03 Initial Year of Service – For a regular full-time employee with less than a full year of service as of January 1, the employee shall receive five-sixth (5/6) of a day's vacation for each month or major fraction of a month of continuous service in the prior year.

12.04 Subsequent Years of Service – Each regular full-time employee shall receive vacation time off and vacation pay based on an employee's anniversary date established as follows:

- a) An employee whose anniversary date falls between January 1 and June 30, inclusive, shall have his/her anniversary date for vacation purposes established as of January 1 of said year.
- b) An employee whose anniversary date falls between July 1 and December 31, inclusive, shall have his/her anniversary date for vacation purposes established as of January 1 of the following year.

12.05 Vacation Schedule – Each regular full-time employee shall receive vacation time off and vacation pay according to the following schedule:

<u>Time Off With Pay</u>	<u>Number of Years of Continuous Service</u>
Two (2) Weeks	1
Three (3) Weeks	6
Four (4) Weeks	13
Five (5) Weeks	20

- a) Employees shall be allowed to schedule a maximum of a weekend off for each week of vacation earned.
- b) Prior to April 1 employees may schedule (as provided for in Section 12.10) one (1) of their vacation weekends as a split weekend, i.e. one day (Saturday or Sunday) one calendar weekend, and the other day (the opposite of what was initially taken) on another calendar weekend. For vacation weekends that are requested after April 1 (as provided for in Section 12.11) employees may request split weekends as described above, and the employer shall grant such split vacation weekends if the staffing requirements of the facility permit. Either party may notify the other that they wish this paragraph of the contract to expire at the end of the 2007-2008 agreement, provided such notice is given no later than the date the parties exchange their initial proposals for a successor agreement. In the event neither party gives such notice, this paragraph shall remain in effect for all successor agreements unless and until the parties agree to change it.
- c) (RM) The rate of vacation for full time "weekend" employees shall be adjusted i.e. seventy-two (72) hours for less than five (5) years of service, one hundred eight (108) hours for more than five (5) years but less than twelve (12) years of service, one hundred forty-four (144) hours for more than twelve (12) years but less than twenty (20) years of service and one

hundred eighty (180) hours for more than twenty (20) years of service.

12.06 Regular part time employees shall receive vacation time off and pay on a pro-rata basis with the number of weeks of vacation limited in accordance with the employees' years of service:

1 year	=	2 weeks
6 years	=	3 weeks
13 years	=	4 weeks
20 years	=	5 weeks

When the amount of vacation earned is determined, regular part time employees shall be granted vacation time off with pay based on their current scheduled hours of work, authorized weeks of vacation and total hours of earned vacation. Any hours of earned vacation in excess of the vacation time off with pay granted will be paid to the employees at their then regular rate of pay. If an employee subsequently reduces his/her scheduled hours of work, he/she shall be paid at year end for the earned vacation time that he/she cannot take due to the reduction in work schedule and limit on weeks of vacation.

12.07 Where fractional vacation days occur, they shall be rounded off to the nearest full day for purpose of computing pay and time off.

12.08 An employee shall not be eligible to receive a vacation until his/her probationary period has been completed. Upon completion of an employee's probationary period, the employee shall be eligible to receive vacation for those months of service prior to January 1 of the year in which the probationary period was completed.

12.09 A probationary employee is not entitled to any vacation pay if his/her employment is terminated prior to the completion of six (6) full calendar months of continuous service.

12.10 Posting/Sign Up - Preference as to time of vacations will be given in accordance with seniority whenever practical and provided it does not adversely affect the operation of the employer. On or about January 1, the employer shall post a vacation notice and each eligible employee will be requested to specify the vacation period he/she desires. Employees must select their vacation schedules prior to April 1, longer service employees being given preference as their choice of dates and preference first to full weeks of vacation. The employer shall post the list of vacations as granted to the employees on or before April 15. Such posted vacations shall be thereafter taken as scheduled except in cases of clear emergencies, in which case the employer may request the employee to defer such vacation. Vacation shall not be permitted where it would create an operating hardship.

(RM). Vacation scheduling of nursing staff shall be in accordance with the attached "Sidebar Agreement Between Employer and Rolling Meadows Nursing and Rehabilitation Center Union Local 1366 – AFL-CIO." Rescheduling of vacation time due to emergency absences shall be subject to approval by management.

12.11 Vacation Requested After April 1 – After April 1, employees may request vacation time off for any vacation that was not scheduled as part of the pre-approval process outlined in Section 12.10. Vacation request will be granted based on the minimum staffing requirements of the facility and on a first come first serve basis for each day that requests are received. In the event that two employees request the same time off and such requests are received on the same day, seniority shall prevail.

12.12 Unused Vacation at Year End - An Employee who agrees to forgo a scheduled vacation at the request of the Employer shall be granted equivalent time off during the current or succeeding year at a time that would not create an operating hardship or at the option of the Employee, pay for the time at the employee's regular rate of pay. For purposes of vacation scheduling and determining the minimum staffing requirements related thereto, the employer agrees to schedule the Nursing staff and CNA's separately.

12.13 An Employee may elect to receive pay for accrued vacation in lieu of time off with pay provided he/she notifies the Employer by July 1<sup>st</sup>. Employees will be paid out for any vacation requested and subsequently denied by the Employer.

12.14 (RM) One Day Vacations - Employees shall be permitted to take one (1) week of their vacation in increments of one (1) day at a time and employees who are eligible for four (4) weeks of vacation shall be permitted to take two (2) weeks of their vacation in increments of one (1) day at a time provided that no more than two (2) days

each week are taken on a weekend. Employees may hold up to five (5) days of these one (1) day vacations and submit the request after January 1, but before September 1. This vacation will be granted after all April 1 vacations have been granted and the additional time off would not create an operating hardship.

### **ARTICLE XIII. SICK LEAVE**

13.01 Eligibility for sick leave allowance shall begin after the completion of probationary period.

13.02 One Hundred Two Day Base Account: Regular full-time employees shall accumulate sick leave with pay at the rate of one-half working day for each month of service during their probationary period and at a rate of one (1) working day for each month of service thereafter accumulative up to one hundred two (102) working days, except new employees may not use sick leave during their probationary period. Employees who have five (5) periods of absence in a calendar year not requiring treatment by a physician as verified by the physician on a form provided by the Employer may not be allowed to continue accumulating sick leave credits for the remainder of the calendar year.

(RM) Regular full-time "Weekend" employee shall accumulate sick leave with pay at the rate of 3.6 hours for each month of service during their probationary period and at a rate of 7.2 hours for each month of service thereafter accumulative up to 735 hours.

13.03 Absences - Sick leave credits in any given year shall not be earned for any period of absence without pay or times otherwise not worked or paid for, except that for administrative purposes any approved absence or absences totaling thirty (30) calendar days or less in a calendar year may be disregarded.

13.04 Accrual Required Before Use - Sick leave shall not be used until it has been accrued and when used, it shall be charged at a minimum of a two hour increment.

13.05 Regular Part-Time Employees - Regular part-time employees shall accumulate sick leave on a pro rata basis.

13.06 Eligibility for Sick Leave - An employee shall be eligible for sick leave for any period of absence from employment which is due to illness, bodily injury, pregnancy and post natal care, exposure to contagious disease and attendance upon members of the immediate family defined as husband, wife, and dependent children. Sick leave pay shall not be applicable to any additional hours of work for which an employee has voluntarily requested to be scheduled nor should such incident be counted as an incident of sick leave. Employees who volunteer for extra hours and subsequently call-in sick three (3) times in one (1) calendar year shall forfeit any right to additional hours of work for a period of six (6) months. Wherein an employee's request to be scheduled off cannot be accommodated and the employee subsequently calls in sick for that day (s), the employee shall not be eligible for sick leave pay for the absence unless he/she provides a physician's statement verifying the illness for that day(s).

13.07 The employer shall require a medical certificate to justify the granting of sick leave of three (3) days duration. The Employer may also require any employee claiming sick leave to submit to an examination by a doctor designated by the employer at the employer's expense.

13.08 Effect of Termination of Employment - Previously accumulated sick leave shall not be terminated by absence on approved leave. Termination of the employment for any reason shall cancel all unused accumulated sick leave allowance except employees who retire under Wisconsin Retirement Fund, retire due to disability, or die shall be placed in a Retirement Health Plan Account on behalf of the employee or his/her estate 50 % of all accumulated sick leave. Whenever a permanent employee is laid off due to lack of work or funds, any unused accumulated sick leave allowance shall continue in effect if he is rehired by any County department within one year.

13.09 Notice Required if Unable to Work - An employee unable to report to work due to illness or injury is required to give at least one (1) hour notice (day shift) or two (2) hours notice (P.M. and night shift) prior to the start of his/her work shift unless circumstances prevent him/her from doing so. Proper notice means that the employee will personally call, if able, to the supervisor or charge nurse and indicate the reason that the employee is unable to work.

13.10 Sick Leave While on Vacation - An employee who becomes sick during the time of vacation may receive sick leave pay instead of vacation pay and time charged as vacation, if such employee:

a) Notifies the Employer on or before one (1) hour prior to such day(s) claimed as sick days of the

vacation that he is sick and intends to so claim sick payment.

b) Furnishes a doctor's certificate for such claimed sick days.

13.11 End of Year - At the end of each calendar year, the County shall pay each employee who has accumulated unused sick leave credits in excess of 102 days, 50 per cent of such excess over 102 days of maximum accumulation or at the employee's option, the equivalent number of days off with pay (i.e. 6 days in excess of 102 days equals 3 days off with pay). Such days off with pay must be taken by June 1 or they will be lost. The remaining sick days not paid out will be placed in a catastrophic leave account (up to a maximum of 6 days per year). This account would be available if the employee has a catastrophic illness and his/her sick leave balance is at zero, then that employee will be able to draw from his/her catastrophic account to cover continued illnesses.

13.12 During the first week of November employees will be given the option of "cashing in" the excess sick leave accumulated during the first ten (10) months of the calendar year provided the employee maintains a minimum of fifteen (15) days of accrued sick leave. In "cashing in" sick leave an employee will receive payment for this sick leave at the rate of fifty (50) per cent of the employee's regular rate of pay or equivalent time off with pay. (i.e. A regular full-time employee earned ten (10) days sick leave and used six (6) days sick leave during the period January through October. The employee would then be eligible to "cash in" up to four (4) days of his/her accumulated sick leave for pay or for two (2) days off with pay. Days off with pay must be taken between January 1 and June 1st. Employees who cash in sick days will not be granted medical leave to cover for those days, if needed.

13.13 Employees who call in sick on their scheduled weekend shift except for hospitalization, approved leave of absence or doctor's excuse shall on the second occurrence and thereafter during the year be required to arrange to make up the time. In making up the time, the employee must switch a scheduled weekday for the "made up" weekend day in order to avoid the payment of overtime. If the employee volunteers to make up the time and management determines there is no work available for that weekend, the employee shall be excused from the requirement to make up the time. Employees will not accumulate additional sick leave until the time is made up (time made up within four weeks of the original call-in will not result in any loss in sick leave accumulation.) The employee and union shall be notified of the impending loss in sick leave accumulation. Subsequent occurrences on weekends that are not made up by the employee shall be subject to disciplinary action up to and including termination.

13.14 The County of Fond du Lac will provide for conversion of the payment for accumulated sick leave listed in section 13.08 to a credit which will be used to pay for Fond du Lac County Group Hospital and Surgical Insurance premiums for any employee and any eligible dependents after his/her retirement. When said fund is depleted, the employee may continue in the program provided he/she pays the amount of the premium.

#### **ARTICLE XIV. FUNERAL LEAVE**

14.01 Employees are hereby granted up to three (3) working days leave of absence with pay in the event of the death of a member of their immediate family. Immediate family is defined as an employee's spouse, child, stepchild, grandchild, parent, stepparent, brother, sister, son-in-law, daughter-in-law or spouse's parent (including parent of a deceased spouse). Employees are hereby granted one (1) working day leave of absence with pay in the event of the death of other immediate relatives. Other immediate relatives are defined as an employee's grandparent, brother-in-law or sister-in-law as well as spouse's brother-in-law or sister-in-law.

14.02 Funeral leave pay shall be granted at the employee's regular straight time rate depending on the current normal work day but not to exceed eight (8) hours for a full day. Employees must attend the funeral or memorial service. Management will take into consideration extenuating or unusual circumstances on a case by case basis if an employee is unable to attend the service.

14.03 Authorized unpaid leave of absence may be granted by mutual agreement with the Employer and employees for the purpose of attending to post funeral arrangement.

#### **ARTICLE XV. LEAVES OF ABSENCE WITHOUT PAY**

15.01 Military Leave: The Employer and the Union shall comply with the requirements of Federal Law with respect to the reinstatement and seniority of employees entering or returning from service in the Armed Forces of the United States.

15.02 Extended Medical Leave: An employee who exhausts his/her sick leave account and if applicable, FMLA Leave Entitlement and is unable to return to work due to the illness or injury, shall be granted a leave of absence of sufficient duration to recover from the illness or injury but not to exceed two years, but in no event to exceed the employee's length of service. Additionally, such leave shall be conditional on the employee's usage of all available accrued paid leave benefits. An employee forced to take a vacation to extend a medical leave of absence will be granted an unpaid leave of absence to cover scheduled absences that would have been covered by vacation in accordance with the employee's vacation rights and restrictions. The employee may be required to furnish periodic medical reports from a physician to justify the need for medical leave. The full cost of applicable group health and/or life insurance premiums, which come due during such leave is the responsibility of the employee. An employee returning from an extended medical leave shall be required to furnish a physician's statement that the employee is fully able to assume all of the responsibilities of his/her position. When returning to work, an advance notice of four (4) days shall be given to the Employer to allow for efficient scheduling.

15.03 Other Leaves: Any employee who wishes to absent himself/herself from his/her employment for any reason other than sick leave, funeral or any other reason specifically provided for in this Agreement and who has utilized all applicable available paid leave credits must make written application for a leave of absence from the Employer. Whenever possible, all requests for leaves shall be made in writing to the Administrator, Executive Director or their Designee at least fifteen (15) days previous to the start thereof. The Employer shall determine whether or not justifiable reason exists for granting a leave of absence. Such requests in writing shall also indicate whether the employee will pay any insurance coverage premium for which he/she is responsible during the requested period of such leave of absence, to-wit: The employee's share and the Employer's share of premium on said insurance coverages, or whether the employee will execute a waiver and discontinue said insurance coverages. If the employee desires to continue said insurance coverage or coverages, he/she must pay the aforementioned premium (employee's share and employer's share) in advance to the Employer prior to commencement of such leave of absence without pay.

15.04 An employee's vacation time off and pay shall be reduced pro rata at the rate of one-twelfth for each thirty (30) day period during which an employee is on leave of absence.

15.05 Family and Medical Leave Acts (FMLA) – Leaves requested and granted pursuant to the state and/or federal Family and Medical Leave Acts (FMLA) are without pay except in those instances where provisions of the law(s) allow employee substitution of paid leave (i.e., sick leave, vacation, compensatory time, holiday, etc.) credits. In such instances, the state and federal FMLA leaves and all paid leave utilized run concurrent and the FMLA Leave Entitlement limits are not extended. Wherein the employee is in a portion of FMLA leave that does not provide for employee option for substitution of paid leave, the employer will assign paid leave. In such instances sick leave pay shall not be assigned unless a medical condition which qualifies for sick leave use exists.

15.06 Outside Employment While on Leave – An employee who is on sick leave or extended medical leave and who is found to be actively employed by another employer while on such leave shall be deemed to have resigned his/her position with Fond du Lac County unless such other employment clearly does not conflict with the reason for the sick leave or extended medical leave. No leaves of absence shall be granted for the purpose of seeking or trying other employment.

## **ARTICLE XVI. OVERTIME PAY AND CALL-IN**

16.01 All employees who perform work in excess of eight (8) hours on any work day or in excess of forty (40) hours in a work period of seven (7) consecutive days (Sunday through Saturday), shall receive compensation therefore at the rate of one and one-half (1-1/2) times the regular rate at which employed for all such excess work hours or the equivalent time off (i.e., four hours overtime entitled to six hours compensatory time off with pay at the regular rate). This does not apply to employee initiated switch days. There shall be no pyramiding of overtime hours under this provision. This provision is intended to effectuate compliance with the Fair Labor Standard Act, as amended.

Switching of work days among employees must:

- a) Be held to a minimum
- b) Be authorized by the Employer in advance
- c) Not involve overtime pay.

16.02 Part-time and temporary employees shall not work overtime unless all regular employees who have indicated an interest in working overtime on a given day and shift by signing a call-in list, have been contacted and are on overtime or unavailable to work.

16.03 Compensatory time off with pay taken in lieu of overtime pay must be taken within one (1) pay period following the pay period in which the compensatory time was earned provided that the employee notifies scheduling by the end of pay period in which the comp time was earned.

16.04 Mandatory In-service - Employees attending mandatory in-service sessions outside their normal work hours will receive a minimum of one (1) hour pay at their regular rate of pay unless the additional time will result in an employee working in excess of forty (40) hours in a work period of seven (7) consecutive days (Sunday through Saturday). In this instance, the employee shall receive compensation therefore at the rate of one and one-half (1-1/2) times the regular rate at which employed for all such excess hours over forty (40) hours.

16.05 Call-In - Maintenance employees who are called in and required to work outside their normal schedule of hours shall receive a minimum of two (2) hours of pay at the rate of time and one-half (1-1/2) times their regular rate of pay regardless of the number of hours worked or the number of times called in within the two (2) hour period. Other employees who are called in and required to work on their off days shall receive a minimum of two (2) hours of pay regardless of the number of hours worked, at straight time if they worked less than eighty (80) hours in a pay period and at time and one-half (1-1/2) if they worked in excess of eighty (80) hours in a pay period.

16.06 Employees who sign up for extra holidays or are called to work out of their normal schedule on Independence Day, Thanksgiving Day and/or Christmas Day, or New Years Day shall receive two (2) times their straight time hourly rate for all such hours worked on those days.

## **ARTICLE XVII. INSURANCE**

### **17.01 Hospital and Surgical Insurance**

Regular full-time employees shall be covered by a Group Hospital, Surgical and Medical Insurance Plan, the benefits and coverages shall be established by the parties to this agreement.

The current basic plan which includes coverage for routine care and oral contraceptives includes an annual \$250 deductible per individual, \$500 deductible per family (in network) with additional coinsurance (90-10) based on the next \$2500 (single)/\$5000 (family) of covered services; an annual \$375 deductible per individual, \$750 per family (out-of-network) with additional coinsurance (60-40) based on the next \$1500(single)/\$3000(family) of covered services. A \$50.00 co-pay for emergency room visit is applicable but is waived if an admission occurs.

	Single		Family	
	In-Network	Out of Network	In-Network	Out-of-Network
Deductible	\$250	\$375	\$500	\$750
Co-Insurance	90-10 of \$2500	60-40 of \$1500	90-10 of \$5000	60-40 of \$3000
Co-Insurance MAX \$	\$250	\$600	\$500	\$1200
Out-Of-Pocket MAX \$	\$500	\$975	\$1000	\$1950

Said plan includes a prescription drug card which requires a \$10.00 co-pay for each generic prescription medication, a \$30.00 co-pay for each name brand prescription medication in the formulary and a \$45.00 co-pay for each name brand prescription medication not in the formulary. Prescription medication co-pays have an out-of-pocket cap of \$350 for the Single Plan and \$700 for the Family Plan and do not count toward deductible or co-payments required under the health insurance plan. Regular part-time employees as defined in Article V, Section 5.01(b) shall be eligible for the single plan only unless the regular part-time employee has two (2) or more years of continuous service with the Employer. In that case the regular part-time employee shall also be eligible for the family plan.

The Employer reserves the right to determine the insurance carrier provided that the level of benefits, coverage and administration procedures are equivalent to or better than that presently in effect. However, the Union does not waive its right to bargain for changes in benefits in the future.

The Employer will pay as its share of the total monthly premium cost up to 86% per month of the single plan and up to 86% per month of the family plan for all regular full-time employees electing coverage and enrolled under the single and family plans. Effective January 1, 2010, the Employer will pay as its share of the total monthly premium cost up to eighty five percent (85%) of both the single and family plan. Effective January 1, 2009, the Employer will pay as its share of the total monthly premium cost up to 85% per month toward the premium for each regular part-time employee covered by the single plan and up to 75% per month toward the premium for each regular part-time employee covered by the family plan. **Contributions will be reduced to 12% if employee completes a Health Risk Assessment by November of the preceding year. HRA's will be completed at no cost to the employee.**

Under the carrier in effect January 1, 2009, the contributions are as follows:

	Total Cost	County share	Employee share	
FT/Single	553.31	486.91	66.40	12%
FT/Family	1438.54	1265.92	172.62	12%
FT/Sing no HRA	553.31	475.85	77.46	14%
FT/Family no HRA	1438.54	1237.14	201.40	14%
RPT/Single	553.31	470.31	83.00	15%
RPT/Family	1438.54	1078.90	359.64	25%

The Employer agrees to make a contribution of \$3.00/pay period (\$78.00/year) for employees with single health insurance coverage and a contribution of \$6.00/pay period (\$156.00/year) for employees with family insurance coverage.

Prescription Drug Mail Order Benefit – Eliminate 90-day supply at retail (30 day limit).

Co-pay structure                      \$20 Generic for 90 order  
    \$60 Brand Name for 90 day order  
    \$90 Non-Formulary Brand for 90 day order

Savings to employee by paying for reduce co-pay by 1 month.

Specialty Pharmacy – Move high cost drugs from medical plan to drug card by care management process

Virtual Clinic – Any Fond du Lac County (plus eligible family members) may use the Virtual Clinic in North Fond du Lac with no co-pay or deductible applied. Visits are of no cost to the employee (tests and lab work do go toward co-pay and/or deductible). The Virtual Clinic will also assist employees with disease management.

Note – Virtual Clinic will sunset at the end of this contract as these rates end in December 2010.

The Employer agrees to make a contribution of \$3.00/pay period (\$78.00/yr) for employees with single health insurance coverage and a contribution of \$6.00/pay period (\$156.00/yr) for employees with family health insurance coverage.

17.02 Life Insurance - Group Life Insurance shall be available for all employees under the Group Life Insurance Program for Employees of Wisconsin Municipalities pursuant to the rules and regulations thereto; and the Employer agrees to pay up to a maximum of \$9.00 per month toward the premium for each employee as well as the minimum contribution required to it as an Employer under said plan.

17.03 Wisconsin Retirement Fund - For each employee who must be a participant of the Wisconsin Retirement Plan and subject to the rules and regulations thereof, the County shall pay up to, but not exceed \$109.00 per pay period effective December 28, 2008, of each employee's share of his/her contribution to said plan. Effective December 27, 2009, the County shall pay up to, but not exceed, \$115.00 per pay period of each participating employee's share of his/her contribution to said plan.

#### 17.04 Workers Compensation

a) An employee eligible for payment of worker's compensation benefits shall not be eligible also for



payments of sick leave credits.

- b) Employees absent under worker's compensation will be required to furnish a physician's certificate before returning to duty if they are absent three (3) or more days. Employees who are absent for an extended period will be required to furnish a physician's certificate every fourteen (14) days in addition to above. Required examinations by a physician will be paid by the employer.
- c) Under present law, worker's compensation is not paid for the first three (3) days of industrial illness or injury unless the person is off for over seven (7) days at which time the first three (3) days are then paid. In instances where the first three (3) days are not paid, the employer will pay the employee for the three (3) days upon verification that the employee was absent due to industrial illness or injury.
- d) The Employer may require any employee who wishes to file a worker's compensation claim to be initially examined by a physician designated by the Employer.
- e) An employee who suffers a lost time injury through no fault of his/her own, may appeal any resulting loss in take home pay to the Finance, Taxation and Personnel Committee through a Worker's Compensation Review Committee composed of two union and two management representatives.

17.05 Differential Pay - Jury Duty and Witness - Any employee serving on a jury or losing work as a result of being called as a witness where his/her being called as a witness is related to and grows out of his/her job with the employer, the employer will pay such employee his/her regular normal pay provided the employee pays the County such compensation received for jury duty or witness fee for those days such employee would otherwise have worked and on which he/she is absent due to jury duty or having been called as a witness.

#### **ARTICLE XVIII. WORK SCHEDULE**

18.01 Employees working a shift of less than eight (8) hours regularly shall have a consistent schedule of hours, wherever reasonably possible.

18.02 Employees shall be allowed one paid fifteen (15) minute break for each shift providing such shift is four (4) hours or longer. Employees working a shift of 6 or more hours shall receive an unpaid break of thirty (30) minutes. Employees working a six (6) hour shift may, at their option, request permission to skip their unpaid break provided they obtain approval to do so from their supervisor. Employees shall make such requests at the start of their shift unless unusual circumstances prevent them from doing so. Approval of such requests shall not be unreasonably withheld.

18.03 The County agrees to make every reasonable effort to maintain the present nursing service employee's schedules so as to permit each employee to have every other weekend scheduled off subject, however, to the operational needs of the facility and the availability of qualified employees.

18.04 Upon request, the employer shall provide the Union copies of scheduling documents and call in lists. Such requests shall be made by an officer of the union to the DON and said documents shall be provided to the Union officer within 2 business days.

18.05 Activity Aids working 4 hours on Saturday and Sunday will be scheduled Monday off to avoid working 12 consecutive days.

#### **ARTICLE XIX. DAMAGE TO PERSONAL PROPERTY**

19.01 Employees who, in the course of their duties, suffer damage or loss of their glasses, watches, or clothing shall be reimbursed for same provided that the damaged item is proper work attire and such damage is reported at the time that such damage is caused, but in no event not later than the end of the shift on which the employee is working when such event occurs, and further, such claim shall be reviewed and authorized by the Administrator, Executive Director or designated representative before reimbursement shall be made. Any denied by the Administrator, Executive Director or designated representative may be subject to the grievance procedure.

#### **ARTICLE XX. MEALS**

20.01 Employees who are required to eat with the patients shall receive an additional thirty (30) minute lunch break.

20.02 Employees called to work during their scheduled lunch period shall be granted time off equal to the unused portion of their lunch period and shall have their meal kept warm or replaced if necessary.

#### **ARTICLE XXI. BARGAINING UNIT BUSINESS**

21.01 The Union agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent a steward from the proper conduct of any grievance in accordance with the procedures outlined in this Agreement nor to prevent certain routine business such as the posting of Union notices and bulletins. When Union business is conducted during working hours, employees shall first obtain permission from their immediate supervisors.

21.02 Business agents, or representatives of the Union having business with individual officers or individual members of the Union may confer with such officers or individual members during working hours for a reasonable time, provided that permission is first obtained from the Administrator or Executive Director or in their absence from their designated representative and provided such conferences be held at the direction of the Employer in a location on the premises which will not interfere with the patients and hospital operation.

21.03 The employer agrees to grant unpaid time off with no loss of fringe benefits to any Union officer attending Union sponsored conferences, workshops, or conventions, so long as advance notice of an employee's planned attendance at such meetings is given as soon as possible, and in any event not less than thirty (30) days prior to the date(s) in question. The number of bargaining unit employees allowed off under this provision at any one time shall not exceed two (2) unless a greater number is approved by management.

#### **ARTICLE XXII. BULLETIN BOARD**

22.01 The Union is hereby granted permission to post notices, announcements and other legitimate materials on Union Bulletin Boards on the premises. Such material must be signed by an officer of the Union.

22.02 The Employer shall be notified of changes in union officers as soon as such changes are in effect. A list shall be posted when elections are completed.

#### **ARTICLE XXIII. PAY POLICY**

23.01 The Classification Schedule and Pay Policy is attached to this agreement as "Exhibit A-1, A-2."

23.02 Said schedule and pay plan shall be effective for the term of this Agreement.

23.03 Employees shall be paid bi-weekly.

23.04 Shift Differential - Employees working the second shift shall receive additional compensation of fifty (50) cents per hour, and employees working the third shift shall receive additional compensation of fifty (50) cents per hour. Dietary employees shall receive a shift differential of twenty five (.25) cents per hour for all hours worked after 1:00 pm.

23.05 The first day of a pay period shall be the implementation date for all changes in rates of pay scheduled between the Sunday one week prior to the start of that pay period and the Saturday six days after the start of that pay period.

23.06 Regular part-time, part-time and temporary employees shall progress through the pay ranges listed in Exhibit A-1, A-2 and Exhibit A-3 utilizing the equivalent of actual paid hours per interval but in no case in less time than the specified interval i.e. 1040 paid hours = 6 months interval; 2080 paid hours = 12 month interval.

23.07 Any employee whose status (regular full time, regular part time, part time or temporary) changes within the same classification shall retain the step of pay in effect at the time of the change and the number of hours accrued toward the advancement to the next step in the pay scale.

23.08 Step-up pay - Employees performing the duties of a higher classification (Maintenance, Leadperson) shall receive additional compensation of fifty (50) cents per hour above his/her hourly rate for all hours actually worked provided the employees work three (3) consecutive hours or more at the higher classification.

23.09 Promotion - In the case of the promotion of any regular part-time or regular full-time employee to a classification with a higher maximum salary, such employee shall be placed into the next highest pay rate that will provide an increase in pay to the position to which promoted. The employee then shall progress to the next step in pay as outlined in the Wage Exhibits. In the event an employee is promoted on his/her anniversary date, he/she shall first receive any within range increase to which he/she is entitled in the lower class and then the promotional salary adjustment as noted above. Demotion - In the case of a voluntary demotion of any regular part-time or regular full-time employee to a classification with a lower maximum salary, such employee shall be placed within the new classification corresponding to the length of service the employee had in that classification while an employee of Fond du Lac County unless the employer and union mutually agree to place the employee at a higher step in the salary range.

23.10 If a CNA or LPN applicant has prior CNA or LPN experience\*, the applicant may be hired at various steps in the pay range as follows:

12-32 Months of Experience – Step I  
33-48 Months of Experience – Step II  
49 + Months of Experience – Step III

\* LPN experience limited to experience in a nursing home, hospital or agency home care setting. Any other creditable experience will be by mutual agreement.

Note: Employees hired above probationary rate will be for wage purposes only.

23.11 Supervision Add-On – The Employer agrees to pay the most senior LPN working the AM, PM or Night Shift a supervisory add-on of one dollar (\$1.00) per hour when no RN is working and they are performing the duties of a charge nurse. The employer agrees to offer duties to the most senior LPN and if they decline to accept the assignment, to offer it in turn to each successive qualified employee on the seniority list.

23.12 Trainer Add-on - The Employer agrees to pay any employee designated to be a trainer a \$.50/hr add-on for all hours training new employees once a formal training program is in place. The schedule will show any employees designated as a trainer for that shift. Any additional hours as a trainer must be approved by a supervisor. Trainers may be required to complete an evaluation or other documentation during this training. Management and the union agree to meet to develop this training program which will be completed by October 1, 2009 and implemented no later than January 1, 2010

23.13 Employees who attend training (to include applicable travel time), approved by the DON or Administrator, outside their normal schedule of hours (as defined in 16.01) shall receive compensation at a rate of one and one-half (1 ½) times their regular rate of pay for such attendance. Employees who attend training during or in lieu of their normal schedule of hours shall receive straight time pay for such attendance.

23.14 Weekend Premium Pay – Nursing staff who volunteer to work weekend shifts in addition to their scheduled every other weekend will receive premium pay of forty (.40) cents per hour for the added weekend work. Shifts included in this article begin with Friday night shift and end with Sunday PM shift.

23.15 (RM) Regular Full-time "Weekend" Employee Vacation and Sick Leave Conversion: Vacation and sick leave will be converted to an hourly basis when an employee assumes a regular full-time "Weekend" employee status by multiplying the accumulated hours of vacation and sick leave by nine tenths (.9). When a regular full-time "Weekend" employee reverts back to a normal position, the accumulated vacation and sick leave hours will be converted back by multiplying by 1.11.

#### **ARTICLE XXIV. ENTIRE AGREEMENT**

24.01 The foregoing constitutes an entire agreement between the parties and no verbal statement shall

supersede any of its provisions.

#### **ARTICLE XXV. NEGOTIATIONS PROCEDURE**

25.01 By August 1st of any year, the Union shall give notice of its requests for changes in the Agreement or for such other requests as it may offer in negotiations in writing to the Finance, Personnel and Economic Development Committee of the County Board of Supervisors.

25.02 Negotiations shall be conducted with the Union on the requests made with the Finance, Personnel and Economic Development Committee of the County Board within its jurisdiction.

25.03 Any mutual agreement reached in negotiations shall be recommended to the membership by the Union and recommended to the County Board by the Finance, Personnel and Economic Development Committee for approval and adoption.

#### **ARTICLE XXVI. NO STRIKE, NO LOCKOUT**

26.01 No Strike. The Union agrees that for the duration of this Agreement, Union Officers, representatives, or members will not authorize, assist or support any strike, work stoppage, slow down, interruption of work or interference with operations of the Employer. In the event of any strike, work stoppage, slow down, interruption or impeding of work, the Employer shall notify the Union thereof, and the Union shall give notice to the employees involved that they are in violation of this agreement and should end such strike, work stoppage, walkout, interruption, or impeding of work.

26.02 No Lockout. The Employer agrees that there shall be no lockout of any kind during the term of this Agreement.

#### **ARTICLE XXVII. SEPARABILITY**

27.01 Should any of the provisions of this Agreement be found to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and negotiations shall be instituted promptly to adjust any invalidated clause or portion thereof.

#### **ARTICLE XXVIII. NON DISCRIMINATION CLAUSE**

28.01 The parties of this Agreement agree that they will not discriminate against any person on the basis of race, color, religious or political beliefs or affiliations, national origin, marital or parental status, pregnancy, sex, sexual orientation, age or handicapped status.

#### **ARTICLE XXIX. FRINGE BENEFITS**

29.01 Employees regularly scheduled to work thirty six (36) or more hours per week shall be considered full time for purposes of fringe benefit calculation.

#### **ARTICLE XXX. TERMINATION CLAUSE**

30.01 **THIS AGREEMENT** shall be effective as of the 1st day of January, 2009 and shall remain in full force and effect through the 31st day of December, 2010. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before the 1st day of August of any year in which the Agreement is in force that it desires to modify this Agreement.

30.02 **THIS AGREEMENT** shall remain in full force and be effective during the period of negotiations, except that in the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this 28<sup>th</sup> day of May, 2009.

## FOR THE UNION

Susan H. Spornbauer, President  
Patricia Uberts, Chairman  
Daniel Pfeiffer, Rep.

## FOR THE EMPLOYER

Allen J. Buechele  
 County Executive  
Mark F. Fohr  
 County Board Chair  
Lisa J. Heberg  
 County Clerk

Exhibit A-1

## HEALTH CARE CENTER/DEPARTMENT OF COMMUNITY PROGRAMS

Effective 12-28-08 (3%)

<u>CLASSIFICATION</u>	<u>PROB.</u>	<u>STEP I</u> <u>(6 mo)</u>	<u>STEP II</u> <u>(18 mo)</u>	<u>STEP III</u> <u>(30 mo)</u>	<u>STEP IV</u> <u>(42 mo)</u>	<u>STEP V</u> <u>(54 mo)</u>
Activity Aide	10.87	11.57	12.25	12.96	13.68	14.38
Behavior Health Specialist	15.19	15.74	16.32	16.87	17.41	17.96
Bldg. Maint. Mech. II	13.67	14.39	15.08	15.81	16.51	17.22
Certified Occupational Therapy	14.31	14.86	15.43	15.98	16.52	17.07
Cook	11.11	11.85	12.57	13.29	14.01	14.70
Development Skill Specialist						
Domestic Service Worker	10.27	10.95	11.68	12.40	13.08	13.82
Food Service Worker	10.27	10.95	11.68	12.40	13.08	13.82
L.P.N.	16.72	17.25	17.84	18.39	18.90	19.46
Outpatient L.P.N.	16.72	17.25	17.84	18.39	18.90	19.46
Graduate Practical Nurse		90% of Probationary Rate of L.P.N.*				
Linen Sorting & Distributing	10.27	10.95	11.68	12.40	13.08	13.82
Maintenance Lead Person	19.48	20.01	20.58	21.10	21.64	22.21
Nurses Assistant (Certified)	12.10	12.63	13.14	13.68	14.19	14.70
Supplies & Linen Clerk	11.38	12.08	12.80	13.52	14.20	14.91
Utility Worker	10.82	11.55	12.24	12.95	13.67	14.37

New hires would be in probationary rate for six (6) months and then advance to Step I; after one (1) year in Step I the employee would advance to the Step II rate; after one (1) year in Step II the employee would advance to the Step III rate; after one (1) year in Step III, the employee would advance to the Step IV rate; after one (1) year in Step IV, the employee would advance to the Step V rate.

\* Upon presentation of evidence of successful completion of the State Board Exam the Graduate Practical Nurse (GPN) shall be promoted to the Licensed Practical Nurse (LPN) classification and corresponding pay rate. Seniority shall apply from the date of hire in the GPN classification for placement in the LPN classification.

Exhibit A-2

**HEALTH CARE CENTER/DEPARTMENT OF COMMUNITY PROGRAMS**

**Effective 12-27-09 (3%)**

<b><u>CLASSIFICATION</u></b>	<b>PROB.</b>	<b>STEP I (6 mo)</b>	<b>STEP II (18 mo)</b>	<b>STEP III (30 mo)</b>	<b>STEP IV (42 mo)</b>	<b>STEP V (54 mo)</b>
Activity Aide	11.19	11.91	12.61	13.35	14.09	14.81
Behavior Health Specialist	15.65	16.21	16.80	17.38	17.93	18.50
Bldg. Maint. Mech. II	14.08	14.82	15.53	16.28	17.01	17.74
Certified Occupational Therapy	14.74	15.31	15.89	16.45	17.02	17.58
Cook	11.45	12.20	12.94	13.69	14.43	15.14
Development Skill Specialist						
Domestic Service Worker	10.58	11.28	12.03	12.77	13.47	14.24
Food Service Worker	10.58	11.28	12.03	12.77	13.47	14.24
L.P.N.	17.22	17.77	18.37	18.94	19.47	20.04
Outpatient L.P.N.	17.22	17.77	18.37	18.94	19.47	20.04
Graduate Practical Nurse		90% of Probationary Rate of L.P.N.*				
Linen Sorting & Distributing	10.58	11.28	12.03	12.77	13.47	14.24
Maintenance Lead Person	20.06	20.61	21.20	21.74	22.29	22.87
Nurses Assistant (Certified)	12.47	13.01	13.54	14.09	14.62	15.14
Supplies & Linen Clerk	11.72	12.44	13.19	13.93	14.63	15.36
Utility Worker	11.14	11.89	12.60	13.34	14.08	14.80

New hires would be in probationary rate for six (6) months and then advance to Step I; after one (1) year in Step I the employee would advance to the Step II rate; after one (1) year in Step II the employee would advance to the Step III rate; after one (1) year in Step III, the employee would advance to the Step IV; after one (1) year in Step IV, the employee would advance to the Step V Rate.

\* Upon presentation of evidence of successful completion of the State Board Exam the Graduate Practical Nurse (GPN) shall be promoted to the Licensed Practical Nurse (LPN) classification and corresponding pay rate. Seniority shall apply from the date of hire in the GPN classification for placement in the LPN classification.

**MEMORANDUM OF UNDERSTANDING**  
**CROSS UNIT WORK**

Fond du Lac County Rolling Nursing and Rehabilitation Center (hereafter the "Employer") and Local 1366A, AFSCME, AFL-CIO (hereafter the "Union") hereby agree to the following:

After any vacant shifts in need have been posted and offered to FT, RPT or PT employees (with precedence to non overtime before overtime), if no employee signs to work the vacant hours, management has to right to offer those available hours to occasional staff and to other county employees outside the bargaining unit. No employee will be allowed to sign for and management shall not involuntarily assign them to hours that would interfere with their ability to fulfill their responsibilities to their primary institution first. RPT employees signing for hours outside of the bargaining unit shall have all such hours count towards their accumulation of fringe benefits.

In the event that the employer would have to pay overtime in order to fill a vacancy, preference shall be given to members of the bargaining unit where the vacancy occurred over those outside the bargaining unit or contractual help.

If no employee or occasional staff volunteers for the needed hour's management have the right to contract out those hours to outside contractors.

\_\_\_\_\_/s/\_\_\_\_\_  
Signature and Date

Tom Wishman  
Staff Representative  
Council 40, AFSCME

\_\_\_\_\_/s/\_\_\_\_\_  
Signature and Date

Steve Handrich  
Administrator HCC & RM  
Fond du Lac County

**SIDELETTER AGREEMENT BETWEEN EMPLOYER AND HEALTH CARE CENTER AND DEPARTMENT OF**  
**COMMUNITY PROGRAMS LOCAL 1366A**

For payroll calculation convenience the weekend premium pay will be calculated at 1.5X for all so that it will total sixty (.60) cents even for employees for whom the hours worked are not compensated at 1.5X.

\_\_\_\_\_/s/\_\_\_\_\_  
Signature and Date

Tom Wishman  
Staff Representative  
Council 40, AFSCME

\_\_\_\_\_/s/\_\_\_\_\_  
Signature and Date

Steve Handrich  
Administrator HCC & RM  
Fond du Lac County

## SIDEBAR AGREEMENT BETWEEN EMPLOYER AND ROLLING MEADOWS NURSING AND REHABILITATION CENTER

### Nursing Vacation Guidelines

On the second Wednesday in December, the vacation calendar rotation will begin in the following manner to request FULL weeks of vacation:

- The 3 most senior CNA's on Day Shift & 2 most senior CNA's on PM shift.
- For Nurses, the 2 most senior Nurses on Day shift and PM shift will receive a calendar
- For Night Shift the 2 most senior nursing staff (CNA/Nurse) will receive calendars.

The calendar rotation will continue through all the Nursing staff according to seniority, until all vacation requests have been completed. A seniority list will be posted by the time clock with the dates each employee will be scheduled to review the calendar. The calendars need to be completed and returned to the Scheduler. Each employee is responsible to pick up the calendar from the Business Office on Wednesday between 8:00am – 4:00pm (unless the Wednesday is a holiday in which case the calendar will be available on Tuesday). Then the employee must return the calendar by the following Monday, 8:00am or the vacation requests will not be considered until the calendar rotation is completed. **There will be no exceptions to these deadlines.** If the employees with the calendars have chosen the same weeks of vacation, the most senior employee will be granted the vacation. Therefore, it may be beneficial to choose a second or third choice. Be sure to identify the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> choices as such. Once vacations are granted they shall be thereafter taken as scheduled except in the cases of clear employer emergencies in which case the scheduler may request the employee to defer such vacation. Individuals who experience personal emergencies may ask for deferral or change in scheduled vacation subject to the approval of the administrator.

Vacations start on Sunday and end on Saturday of the regular scheduled work week, with the exception of the 12 hour positions whose work week is defined as Friday, Saturday and Sunday. No more than two (2) consecutive calendar weeks may be scheduled at a time. Only submit full weeks of vacation that are allowable according to earned vacation days. Example: If you have earned 22 days of vacation you may submit for 4 weeks. Vacations taken Monday through Friday without the weekend are considered a full week. Vacations may be extended by days from the split week as scheduling permits; however, preferences are given to requests for a full week of vacation when submitted prior to April 1<sup>st</sup>. There will be no vacations granted between December 15-31<sup>st</sup>.

If a regularly scheduled work day falls on a holiday during their week of vacation, the day will be granted as a holiday, not a vacation day. Holidays will be allowed on the weekends as scheduling permits. Attempts will be made to grant vacations requested according to the following schedule:

Day Shift:        2 CNA's per week  
1 LPN or 1 RN per week

PM Shift:        1 CNA per week  
1 LPN or 1 RN per week

Night Shift:     2 Nursing Staff (CNA/Nurse) per week: 1 CNA &/or 0-1 Nurses  
Additional vacations will be granted as scheduling permits.

Signed for the Union  
by Patricia Wells  
Rolling Meadows Chairperson  
Dated December 9, 2003

Signed for the Employer  
by Rich Brzozowski  
Fond du Lac County  
Dated December 2, 2003



**MEMORANDUM OF UNDERSTANDING**  
**CROSS UNIT WORK**

Fond du Lac County Rolling Nursing and Rehabilitation Center (hereafter the "Employer") and Local 1366A, AFSCME, AFL-CIO (hereafter the "Union") hereby agree to the following:

After any vacant shifts in need have been posted and offered to FT, RPT or PT employees (with precedence to non overtime before overtime), if no employee signs to work the vacant hours, management has to right to offer those available hours to occasional staff and to other county employees outside the bargaining unit. No employee will be allowed to sign for and management shall not involuntarily assign them to hours that would interfere with their ability to fulfill their responsibilities to their primary institution first. RPT employees signing for hours outside of the bargaining unit shall have all such hours count towards their accumulation of fringe benefits.

In the event that the employer would have to pay overtime in order to fill a vacancy, preference shall be given to members of the bargaining unit where the vacancy occurred over those outside the bargaining unit or contractual help.

If no employee or occasional staff volunteers for the needed hour's management have the right to contract out those hours to outside contractors.

\_\_\_\_\_/s/\_\_\_\_\_  
Signature and Date

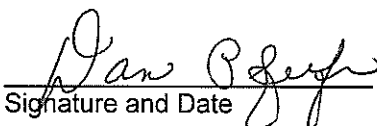
Tom Wishman  
Staff Representative  
Council 40, AFSCME

\_\_\_\_\_/s/\_\_\_\_\_  
Signature and Date

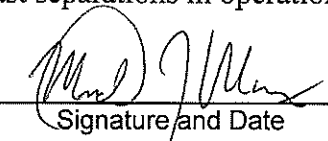
Steve Handrich  
Administrator HCC & RM  
Fond du Lac County

**MEMORANDUM OF UNDERSTANDING**  
**ADMINISTRATIVE INTENT**

It is the intent of both parties not to change the operations of the Health Care Center/Department of Community Programs and Rolling Meadows Nursing and Rehabilitation Center by consolidating their contracts. It is the intent they will continue to functions separately for vacation scheduling and seniority and any other areas where they were past separations in operations.

 5/22/09  
Signature and Date

Dan Pfeifer  
Staff Representative  
Council 40, AFSCME

 5/24/09  
Signature and Date

Michael Marx  
Director of Human Resources  
Fond du Lac County